

CA-49

RESOLUTION NO. 2007-062

**A RESOLUTION ADOPTING A PUBLIC RECORDS REQUEST POLICY
FOR THE CITY OF ANKENY, IOWA**

WHEREAS, the city staff has recommended the adoption of a Public Records Request Policy; and

WHEREAS, the City Council, after reviewing said Policy, finds it to be reasonable and appropriate in all respects.

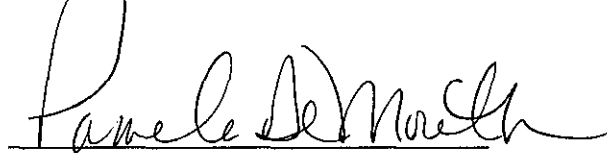
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Records Request Policy, a copy of which is hereto attached, should be and is hereby adopted and shall remain in full force and effect until otherwise amended or supplemented by subsequent Council action.

DATED at Ankeny, Iowa, this 19th day of February, 2007.



Steven D. Van Oort, Mayor

ATTEST:



Pamela DeMouth, City Clerk



city of

Ankeny

bringing it all together

Public Records Request Policy

Statement of Policy

It is the policy of the City of Ankeny, Iowa to respond in an orderly and expeditious manner in accordance with Iowa Code Chapter 22 to requests to inspect or receive copies of public records maintained by the City of Ankeny.

Applicability

This policy applies to all City departments, except the Fire and Police Departments which have their own public records policies and fee schedules.

The Police Chief is the lawful custodian of police records, the Fire Chief is the lawful custodian of fire records and the City Clerk is the lawful custodian of all other city records. Requests for records should be made to the respective lawful custodian.

Policy and Procedures

In General

The City of Ankeny recognizes the right of the public to access public records maintained by the City in accordance with state law. The City also recognizes that certain records maintained by the City are not public records or may be exempt from public disclosure and that a request to access public records may require a balance of the right of the public to access the records, individual privacy rights, governmental interests, confidentiality issues, and privilege issues. Additionally, when the City responds to requests to inspect or copy records, costs are incurred by the City. This policy is adopted to balance these competing interests, to establish an orderly and consistent procedure for responding to public records requests and to support the adoption of a fee schedule designed to reimburse the City for the actual costs incurred in responding to public records requests.

Responding to Public Records Requests

The following procedures shall be followed in responding to requests to inspect or receive copies of public records maintained by the City of Ankeny.

1. Requests to inspect or copy public records maintained by the City should if possible be made in writing sufficient to identify the specific document or documents requested or the category or categories of documents requested. A written request may, but is not limited to, be completed by filling out the City's Public Record Request Form (Appendix A). Under the following circumstances, documents may be provided without a written request:
 - a. Documents made generally available to the public at public meetings;

- b. When, in the judgment of the City, it is more efficient and better serves the public interest to make available or provide copies of requested records without requiring the request to be in writing; and
 - c. Subject to approval by the City Manager, any department may establish a departmental policy to allow verbal requests for public records maintained by the department which are routinely requested by members of the public as part of the department's regular work.
 - d. This section should not imply that the city will not accept other forms of requests to inspect or copy public records.
- 2. The person or entity making a public records request will not be required to disclose the reason for the request unless it is determined by the City that the reason for the request is relevant to determine whether a requested record is exempt from disclosure under a conditional exemption as set forth in Iowa Code Section 22.7.
- 3. Any request for access to public records maintained by the City of Ankeny, with the exception of police and fire records, must be referred to the City Clerk's Office for review of the request, collection of the records to be reviewed or copied, and completion of request. Any request for public records which could be exempt from disclosure under the conditional exemptions in Iowa Code Section 22.7 shall be referred to the City Attorney for review and response.
- 4. When a request for public records is received, a review will be conducted to determine what public records, if any, exist which are responsive to the request and to determine if any responsive records may be exempt from disclosure. The City shall not be required to compile information or create reports related to requested public records. The City may impose reasonable rules or restrictions to protect requested records and to prevent interference with the regular discharge of duties by City staff. According to Iowa Code Section 22.8(d) the City has a maximum of twenty (20) days and ordinarily will not exceed ten (10) business days to complete a public records request, in order to determine whether a confidential record should be available for inspection and copying.
- 5. If the request is for digital GIS (Geographical Information Systems) data the requestor will be required to sign the City's Digital Data Licensing Agreement (Attachment B). The following guidelines apply to any requester for GIS data:
 - a. Requests for emergency operations and critical infrastructure should be referred to the City Manager who, in consultation with the City Attorney, will determine whether the request is for information required to be kept confidential.
 - b. Data may be provided in PDF format printouts if requested.

- c. Data in digital format will be provided in standard ESRI shape-file or personal geo-database format.
 - d. Data will be provided in the Iowa South 1983 State Plane Coordinate System with survey feet as the unit of measure.
 - e. All data transactions require a signed license agreement prior to delivery.
 - f. Data does not replace or modify city ordinances or other legal instruments.
 - g. The City is under no obligation to inform licensees of data updates.
 - h. Requests for GIS digital data should be forwarded to the City Clerk's Office.
6. The City reserves the right to seek clarification of any public records request before responding to the request. The City reserves the right to deny any public records request if the request is sufficiently vague or unclear that the City cannot reasonably determine what records have been requested.
7. The fee to be charged for providing records in response to a public records request will be in accordance with Appendix C. This fee schedule does not apply to requests for police or fire records.
- a. At the requestor's preference the City may make the requested records available in hard copy or in electronic format. The requestor may ask the City to supply copied records either by mail, electronic mail, fax or if pickup at Ankeny City Hall.
 - b. The City reserves the right to adjust the above fee structure for extraordinary requests and provide a cost estimate to the requestor prior to request completion.
 - i. Any extraordinary request for GIS digital or hard copy data which requires custom manipulation/reporting by City GIS staff will be forwarded to the City Manager's Office for acceptance or denial of such request.
 - ii. Any appeals to the City Manager's Office denial may be made to the City Council during any regular meeting.
8. The person requesting the public records can request the City to prepare an estimate of the charges that will be incurred to respond to the public records request. The City may also require prepayment of the estimated charges before copying any of the requested records or making the

records available for inspection or copying. If the actual costs incurred by the City to respond to a records request are less than the amount of any required prepayment, the overpayment will be refunded promptly to the person or entity making the prepayment. If the actual costs incurred by the City to respond to the request are more than the amount of prepayment, the City shall charge the requestor for all additional costs.

9. Unless otherwise prohibited by law, the City may, at the City's discretion, furnish copies of requested records without charge or at a reduced fee if the City determines that the waiver or reduction of fees is in the public interest.
10. The City shall provide a reasonable opportunity for the inspection, examination or copying of requested public records which are not exempt from disclosure. Unless otherwise approved in advance and in writing by the City Clerk's Office, any inspection, examination or copying of requested records shall be done at Ankeny City Hall during regular City business hours.
11. The City reserves the right to not release copies of requested public records until the requestor pays for the corresponding charges to complete said request.

REQUEST FOR INSPECTION AND COPYING OF PUBLIC RECORDS

Date of Public Record Request: _____

Requester's Name: _____

Address: _____ City, State and Zip Code: _____

Daytime Phone: _____ Evening Phone: _____

Email (optional): _____

Title of Requested Record: _____

Please describe below the record(s) you are requesting. Any additional information will help us locate them as quickly as possible:

Is this request for (please circle one) Inspection or Copying of public records?

If you are requesting copies of public records please fill out the following:

of copies/scans _____ Type of copy (please circle one): B&W or Color
Paper size (please circle one): Letter Legal 11x17 Other _____

How would you like the copies of public records delivered: _____

Although the records I am requesting may be deemed to be "public records" within the meaning of Chapter 22, Code of Iowa, I understand that my use of this information must comply with all local, state and federal laws including but not limited to laws relating to privacy, harassment, discrimination, debt collection, libel, slander and tort. Misuse of said information by me in violation of the law is exclusively my responsibility. The City of Ankeny denies any and all responsibility for how this information is used by me. If any third party makes a claim against the City of Ankeny for misuse of this information attributable to me, the City of Ankeny shall pursue all available legal remedies against me. I certify that I may be charged for costs related to the inspection/copying of public records, and the records will not be released to me without payment.

Signature of Requester: _____

Legal deadline to complete request, maximum of 10 business days: _____

City Clerk Signature (indicating request completion): _____ Date: _____

FOR CITY STAFF USE ONLY

Fee Schedule:

Number of copies:

Number of pages:

Staff time:

Per page charge:

Total Charge: \$

Created: 1/07

Notes:

DIGITAL DATA LICENSING AGREEMENT

City of Ankeny
410 West First Street
Ankeny, Iowa 50023
Phone: 515-965-6402 - Fax: 515-965-6416
www.ci.ankeny.ia.us

THIS AGREEMENT is a license and is made and entered into by and between the City of Ankeny (hereafter referred to as "City") and _____ (hereafter referred to as "User") for the use of digital data products from the City.

WHEREAS, the City is the developer of the products specified in the agreement with the right to license and distribute the Product, and

WHEREAS, the User desires a license to use the Product and the City desires to grant such a license to the User for the sole purpose of permitting the user to use the Product in its business activity and for no other purpose whatsoever;

NOW, THEREFORE, in consideration of mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

I. LICENSE AND USE TERMS

- A. Reproduction or redistribution of Licensed Data Sets or products is forbidden except as expressly provided as follows:
 - 1) The User may make internal copies of the Product solely for the purpose of supporting the User in its business activity;
 - 2) The User may make hard copies of the product solely for the purpose of supporting the User in its business activity. This shall not restrict the User from making hard copies for public and non-commercial use.
 - 3) The User may translate the Product into other digital formats. These "conversions" shall be subject to the same restrictions as the product under this Agreement.
- B. The User shall not sell, loan, rent, assign, distribute or otherwise transfer the Product in any digital form or format to another User.
- C. All licensed datasets are copyrighted original works. They are licensed for use, not sold, and may not be resold or distributed in any manner except as specified or set forth herein. The City and its co-producers reserve all rights of authorship granted under United States and International copyright laws and agreements.

II. WARRANTY

A. No Warranty

- 1) The City disclaims any warranties, express or implied, respecting this agreement or Product, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose arising out of or in connection with this agreement.
- 2) The product is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User.
- 3) The User acknowledges and accepts the limitations of the Product, including the fact that the Product is dynamic and is in a constant state of maintenance, correction and update.
- 4) The City shall not be responsible for delays or inability to service or deliver, caused directly or indirectly by strikes, accidents, climatic conditions, or other reasons of similar nature beyond its control.

B. Liability

- 1) The City shall not be liable for any activity involving the Product.

C. Remedy

- 1) User's sole and exclusive remedy for defective delivery media will be to return the Product within 60 days of receipt.
- 2) The City shall, at its discretion, retain the returned Product and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.

III. TERM

- A. The term of this agreement shall not be restricted to time except as set forth in paragraph (B) below and shall commence the date the agreement is executed.
- B. The term of the license shall expire at such time the User discontinues use of the Product, or the User fails to comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by the City by giving written notice of such revocation to the User.

IV. TERMINATION

- A. Upon termination the User shall return all copies of the Product to the City or destroy all copies, in part and in whole, as directed by the City.

V. PAYMENT

- A. Payment of fees shall be required before the release of digital data products. The fee for this product shall be established in Attachment C. The fees listed in Attachment C are subject to change without notice.

VI. GENERAL

- A. The parties agree and stipulate that in the event of a dispute, jurisdiction shall reside in the State of Iowa, and this agreement will be governed and controlled by the laws of the State of Iowa.
- B. If any provision(s) of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

This agreement is subject to the terms and conditions set forth above and supersedes any prior agreement. In addition, the User agrees to hold any independent contractor to the same terms. This instrument, and any and all attachments and addendum's, contains the entire agreement between the parties, and no statement, promises, or inducement by either party or agent of either party that are not contained in this written contract shall be valid or binding.

USER: _____

Name/Title: _____

Signature: _____ Date: _____

Licensed Data Set(s) requested: _____

Mailing Address:

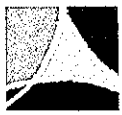
Phone Number: _____ Fax: _____

CITY OF ANKENY

Name/Title: _____

Signature: _____ Date: _____

CA-49



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Appendix C Fee Schedule

Adopted: 2/19/07

Section 1 - Paper Based Copies

Sheet Size	Cost Per Copy	
	Black/White	Color
8.5" x 11" (Letter)	\$ 0.15	\$ 0.45
8.5" x 14" (Legal)	\$ 0.20	\$ 0.60
11" x 17"	\$ 0.25	\$ 0.75
Large Document Copier/Printer	\$ 0.09 per linear foot	
<u>Street Line Maps</u>		
11" x 17"	\$ -	\$ -
36" x 36"	\$ 5.00	\$ 20.00

Section 2 - Digital Data Copies (Geographical Information Systems)**

	Cost Per Copy
- CD	\$ 1.00
- DVD	\$ 2.00
- GIS Data Layer File	\$ 10.00
- Oblique Imagery Tile	\$ 10.00

** - The following organizations are exempt from Digital Data Copy Charges

1. Other Local Governments
2. State Agencies
3. Federal Agencies
4. School Districts
5. Tax-supported Universities and Community Colleges
6. Non-Profit Agencies

Section 3 - Shipping and Handling

- All shipping and handling charges incurred by the City will be added to copy charge.